

CHICAGO AND



TRANSPORTATION COMPANY

July 31, 1979

RECORDATION NO. 9431/18 Filed 1425

File No.: A-10671

AUG 1 1979-9 40 AM

INTERSTATE COMMERCE COMMISSION

Agatha L. Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

BERNARD J. ALLEN  
DIANE KOHLER-RAUSCH  
JOAN A. SCHRAMM  
ASSISTANT SECRETARIES

9-2134040

Date AUG 01 1979

Fee \$ 10.00

ICC Washington, D. C.

Dear Ms. Mergenovich:

Pursuant to Section 11303, (formerly Section 20c), of the Interstate Commerce Act, as amended, attached for recordation are 6 counterparts Third Amendment to Equipment Lease No. 2 dated as of 6-15-79 supplementing Equipment Lease No. 2 dated as of 3-1-78 which was assigned Recordation No. 9431.

The names and addresses of the parties to this supplement are as follows:

1. This Company, 400 W. Madison St., Chicago, IL 60606, Lessee.
2. Continental Illinois National Bank and Trust Company of Chicago, 231 South La Salle Street, Chicago, IL 60693, Lessor.

Enclosed is our check for \$10.00 to cover your recording fee. Please keep one counterpart and return the other counterparts showing your recordation data.

Very truly yours,

*Diane Kohler-Rausch*

Diane Kohler-Rausch  
Assistant Secretary

kg

enclosures

cc: G. R. Charles\*

R. D. Smith

F. E. Cunningham, Attn: H. Labno\*

T. E. Greenland

R. F. Guenther, Attn: J. James\*

D. E. Stockham, Attn: G. Ogurek\*

Arthur Andersen & Co., Attn:

Gary Holdren\*

Robert Nash

Chapman and Cutler

111 W. Monroe St.

Chicago, IL 60693

R. S. Mason

Harris Trust & Savings

111 W. Monroe St.

Chicago, IL 60693

Interstate Commerce Commission  
Washington, D.C. 20423

8/1/79

OFFICE OF THE SECRETARY

Diane-Kohler Rausch  
Assistant Secretary  
Chicago & North Western Transp. Co.  
400 W. Madison Street  
Chicago, Illinois 60606

Dear Ms. Diane Kohler Rausch

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/1/79 at 9:40am, and assigned re-recording number(s). 9431-B, 9432-B, 10459-B & 9433-B

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 9431-10 Filed 1425

AUG 1 1979-9 40 AM

INTERSTATE COMMERCE COMMISSION

THIRD AMENDMENT TO EQUIPMENT LEASE NO. 2

Dated as of June 15, 1979

between

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY  
OF CHICAGO,  
as Trustee under Chicago North Western Trust No. 78-1

as Lessor

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY,

as Lessee

---

(Chicago North Western Trust No. 78-1)  
(200 Enclosed Auto Racks)

THIRD AMENDMENT TO EQUIPMENT LEASE NO. 2

THIRD AMENDMENT dated as of June 15, 1979 (the "Third Amendment") between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee under an Amended and Restated Equipment Leasing Trust Agreement dated as of March 1, 1978 (the "Lessor") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (the "Lessee").

R E C I T A L S:

A. The Lessor and the Lessee have heretofore entered into and Equipment Lease No. 2 dated as of March 1, 1978 (the "Lease") providing for the lease and delivery by the Lessor to the Lessee of certain Equipment more fully described in Schedule A attached to the Lease.

B. The Lease was filed and recorded in the Office of the Secretary of the Interstate Commerce Commission on June 8, 1978 and has been assigned recordation No. 9431.

C. The Lessor and the Lessee on December 15, 1978 entered into a First Amendment to Equipment Lease No. 2 (the "First Amendment") and the First Amendment was filed and recorded in the Office of the Secretary of the Interstate Commerce Commission on December 27, 1978 and has been assigned recordation number 9431-A.

D. The Lessor and the Lessee on February 15, 1979 entered into a Second Amendment to Equipment Lease No. 2 (the "Second Amendment") and the Second Amendment was filed and recorded in the Office of the Secretary of the Interstate Commerce Commission on June 27, 1979 and has been assigned recordation number 9431-B.

E. The Lessor and the Lessee now desire to amend the Lease, the First Amendment and the Second Amendment thereto in the respects, but only in the respects, hereinafter set forth.

NOW, THEREFORE, the Lessor and the Lessee hereby agree as follows:

SECTION 1. AMENDMENTS.

1. Schedule A to the Lease attached to this Third Amendment shall be substituted for the Schedule A to the Lease as amended by the First and Second Amendment.

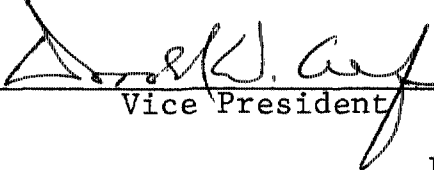
Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Third Amendment may refer to the "Equipment Lease No. 2 dated as of March 1, 1978" without making specific reference to this Third Amendment but nevertheless all such references shall be deemed to include this Third Amendment unless the context shall otherwise require.

The Third Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

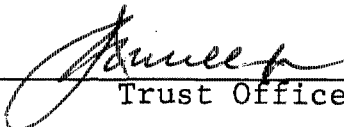
IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be duly executed all as of the day and year first above written.

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO,  
as Trustee under Chicago North  
Western Trust No. 78-1

[SEAL]

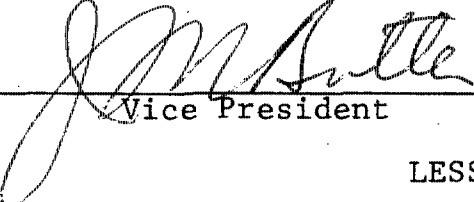
by   
Vice President  
LESSOR

ATTEST:

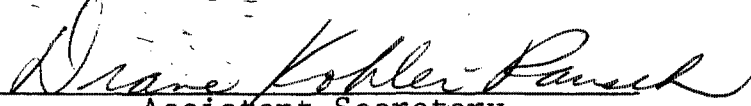
  
Trust Officer

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

[SEAL]

By   
Vice President  
LESSEE

ATTEST:

  
Assistant Secretary

State of Illinois )  
                              ) SS  
County of Cook     )

On this 16<sup>th</sup> day of July, 1979 before me personally appeared DONALD W. ALFVIN, to me personally known, who being by me duly sworn, says that he is the Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rosemary Angin

[SEAL]

My Commission expires:

My Commission Expires Feb. 19th, 1980.

State of Illinois )  
                              ) SS  
County of Cook     )

On this 11<sup>th</sup> day of July, 1979, before me personally appeared J. M. Butler, to me personally known, who being by me duly sworn, says that he is the Vice President - Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Margaret Nanlon

[SEAL]

My Commission expires: February 25, 1982

DESCRIPTION OF ITEMS OF EQUIPMENT

MANUFACTURER: Whitehead & Kales Company

PLANT OF MANUFACTURER: Detroit, Michigan

DESCRIPTION OF EQUIPMENT: 175 Enclosed Tri-Level Auto Racks, Whitehead & Kales Serial Numbers 65195 through 65482; 65485-65486; and 66235 through 66294 (each Rack to bear two consecutive numbers) and 25 Enclosed Bi-Level Auto Racks, Whitehead & Kales Serial Numbers 65585 through 65634 (each Rack to bear two consecutive numbers)

SPECIFICATIONS: Per Letters of Chicago and North Western Transportation Company dated March 30, 1977 and February 15, 1978, each to Whitehead & Kales Company; per proposals dated December 16, 1977 and December 21, 1977 of Whitehead & Kales Company to Chicago and North Western Transportation Company; and per Letter of Whitehead & Kales Company dated March 22, 1978 to Chicago and North Western Transportation Company

PURCHASE PRICE: Not to exceed \$34,900 per Item (\$6,107,500 for 175 Items) for 175 Tri-Level Auto Racks and \$28,000 per Item (\$700,000 for 25 Items) for 25 Bi-Level Auto Racks

DELIVERY TO: Chicago and North Western Transportation Company

PLACE OF DELIVERY: Detroit, Michigan

ESTIMATED DELIVERY DATE: January, 1979 - September, 1979

OUTSIDE DELIVERY DATE: September 30, 1979